

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

ELMER CAMPBELL <i>et al.</i> ,)	
Plaintiffs,)	
)	
v.)	
)	
INTERNATIONAL PAPER,)	CIVIL ACTION NO. C-1-01-527
)	
)	JUDGE: BECKWITH
)	MAGISTRATE JUDGE: HOGAN
and)	
)	
SUN CAPITAL PARTNERS, INC.,)	
)	
)	
and)	
)	
SMART PAPERS,)	
Defendants.)	
_____)	

**DEFENDANT SUN CAPITAL PARTNERS' ANSWER
TO PLAINTIFFS' FIFTH AMENDED COMPLAINT**

Defendant, Sun Capital Partners, Inc. ("Sun Capital"), by and through its undersigned attorneys, hereby answers Plaintiffs' Fifth Amended Complaint ("Complaint"), according to the numbered paragraphs thereof, as follows:

PARTIES

1. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 1 of the Complaint.
2. Sun Capital denies the allegations contained in Paragraph 2 of the Complaint. Sun Capital denies that it participated in any way in employment decisions made by Smart Papers. Sun Capital further denies that it is liable in any way whatsoever to Plaintiffs. Sun Capital avers that it is a merchant banking firm located in Boca Raton, Florida.

3. The allegations contained in Paragraph 3 of the Complaint state conclusions of law and, as such, no response is required. To the extent that a response is required, Sun Capital denies that it is an employer within the meaning of the statutes at issue in this litigation.

JURISDICTION AND VENUE

4. The allegations contained in Paragraph 4 of the Complaint state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

5. The allegations contained in Paragraph 5 of the Complaint state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

6. The allegations contained in Paragraph 6 of the Complaint state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

NATURE OF THE CAUSE OF ACTION

7. Sun Capital denies that it purchased the Hamilton B Street Mill from International Paper Company (“IP”). Sun Capital is without sufficient knowledge and information as to Plaintiffs’ motivation for instituting this lawsuit. Sun Capital denies that it operates the Hamilton B Street Mill as Smart Papers. Sun Capital further denies that it was involved in any way in the hiring of employees for the Hamilton B Street Mill. Sun Capital denies the remaining allegations contained in Paragraph 7 of the Complaint.

8. The allegations contained in Paragraph 8 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun

Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 8. To the extent that Paragraph 8 contains allegations against Sun Capital, any such allegations are denied.

9. The allegations contained in Paragraph 9 pertain to Smart Papers, and not to Sun Capital. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 9. To the extent that Paragraph 9 contains allegations against Sun Capital, any such allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

FACTUAL ALLEGATIONS

10. The allegations contained in Paragraph 10 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 10. To the extent that Paragraph 10 contains allegations against Sun Capital, any such allegations are denied.

11. The allegations contained in Paragraph 11 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 11. To the extent that Paragraph 11 contains allegations against Sun Capital, any such allegations are denied.

12. The allegations contained in Paragraph 12 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 12. To the extent that Paragraph 12 contains allegations against Sun Capital, any such allegations are denied.

13. The allegations contained in Paragraph 13 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 13. To the extent that Paragraph 13 contains allegations against Sun Capital, any such allegations are denied.

14. The allegations contained in Paragraph 14 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 14. To the extent that Paragraph 14 contains allegations against Sun Capital, any such allegations are denied.

15. The allegations contained in Paragraph 15 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations

contained in Paragraph 15. To the extent that Paragraph 15 contains allegations against Sun Capital, any such allegations are denied.

16. The allegations contained in Paragraph 16 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 16. To the extent that Paragraph 16 contains allegations against Sun Capital, any such allegations are denied.

17. The allegations contained in Paragraph 17 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 17. To the extent that Paragraph 17 contains allegations against Sun Capital, any such allegations are denied.

18. The allegations contained in Paragraph 18 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 18. To the extent that Paragraph 18 contains allegations against Sun Capital, any such allegations are denied.

19. The allegations contained in Paragraph 19 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 19. To the extent that Paragraph 19 contains allegations against Sun Capital, any such allegations are denied.

20. The allegations contained in Paragraph 20 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 20. To the extent that Paragraph 20 contains allegations against Sun Capital, any such allegations are denied.

21. The allegations contained in Paragraph 21 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 21. To the extent that Paragraph 21 contains allegations against Sun Capital, any such allegations are denied.

22. The allegations contained in Paragraph 22 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 22. To the extent that Paragraph 22 contains allegations against Sun Capital, any such allegations are denied.

23. The allegations contained in Paragraph 23 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 23. To the extent that Paragraph 23 contains allegations against Sun Capital, any such allegations are denied.

24. The allegations contained in Paragraph 24 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 24. To the extent that Paragraph 24 contains allegations against Sun Capital, any such allegations are denied.

25. The allegations contained in Paragraph 25 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 25. To the extent that Paragraph 25 contains allegations against Sun Capital, any such allegations are denied.

26. The allegations contained in Paragraph 26 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 26. To the extent that Paragraph 26 contains allegations against Sun Capital, any such allegations are denied.

27. The allegations contained in Paragraph 27 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 27. To the extent that Paragraph 27 contains allegations against Sun Capital, any such allegations are denied.

28. The allegations contained in Paragraph 28 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 28. To the extent that Paragraph 28 contains allegations against Sun Capital, any such allegations are denied.

29. The allegations contained in Paragraph 29 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 29. To the extent that Paragraph 29 contains allegations against Sun Capital, any such allegations are denied.

30. The allegations contained in Paragraph 30 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations

contained in Paragraph 30. To the extent that Paragraph 30 contains allegations against Sun Capital, any such allegations are denied.

31. The allegations contained in Paragraph 31 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 31. To the extent that Paragraph 31 contains allegations against Sun Capital, any such allegations are denied.

32. The allegations contained in Paragraph 32 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 32. To the extent that Paragraph 32 contains allegations against Sun Capital, any such allegations are denied.

33. The allegations contained in Paragraph 33 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 33. To the extent that Paragraph 33 contains allegations against Sun Capital, any such allegations are denied.

34. The allegations contained in Paragraph 34 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 34. To the extent that Paragraph 34 contains allegations against Sun Capital, any such allegations are denied.

35. The allegations contained in Paragraph 35 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 35. To the extent that Paragraph 35 contains allegations against Sun Capital, any such allegations are denied.

36. The allegations contained in Paragraph 36 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 36. To the extent that Paragraph 36 contains allegations against Sun Capital, any such allegations are denied.

37. The allegations contained in Paragraph 37 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 37. To the extent that Paragraph 37 contains allegations against Sun Capital, any such allegations are denied.

38. The allegations contained in Paragraph 38 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 38. To the extent that Paragraph 38 contains allegations against Sun Capital, any such allegations are denied.

39. The allegations contained in Paragraph 39 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 39. To the extent that Paragraph 39 contains allegations against Sun Capital, any such allegations are denied.

40. The allegations contained in Paragraph 40 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 40. To the extent that Paragraph 40 contains allegations against Sun Capital, any such allegations are denied.

41. The allegations contained in Paragraph 41 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 41. To the extent that Paragraph 41 contains allegations against Sun Capital, any such allegations are denied.

42. The allegations contained in Paragraph 42 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 42. To the extent that Paragraph 42 contains allegations against Sun Capital, any such allegations are denied.

43. The allegations contained in Paragraph 43 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 43. To the extent that Paragraph 43 contains allegations against Sun Capital, any such allegations are denied.

44. The allegations contained in Paragraph 44 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 44. To the extent that Paragraph 44 contains allegations against Sun Capital, any such allegations are denied.

45. The allegations contained in Paragraph 45 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations

contained in Paragraph 45. To the extent that Paragraph 45 contains allegations against Sun Capital, any such allegations are denied.

46. The allegations contained in Paragraph 46 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 46. To the extent that Paragraph 46 contains allegations against Sun Capital, any such allegations are denied.

47. The allegations contained in Paragraph 47 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 47. To the extent that Paragraph 47 contains allegations against Sun Capital, any such allegations are denied.

48. The allegations contained in Paragraph 48 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 48. To the extent that Paragraph 48 contains allegations against Sun Capital, any such allegations are denied.

49. The allegations contained in Paragraph 49 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 49. To the extent that Paragraph 49 contains allegations against Sun Capital, any such allegations are denied.

50. The allegations contained in Paragraph 50 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 50. To the extent that Paragraph 50 contains allegations against Sun Capital, any such allegations are denied.

51. The allegations contained in Paragraph 51 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 51. To the extent that Paragraph 51 contains allegations against Sun Capital, any such allegations are denied.

52. The allegations contained in Paragraph 52 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 52. To the extent that Paragraph 52 contains allegations against Sun Capital, any such allegations are denied.

53. The allegations contained in Paragraph 53 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 53. To the extent that Paragraph 53 contains allegations against Sun Capital, any such allegations are denied.

54. The allegations contained in Paragraph 54 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 54. To the extent that Paragraph 54 contains allegations against Sun Capital, any such allegations are denied.

55. The allegations contained in Paragraph 55 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 55. To the extent that Paragraph 55 contains allegations against Sun Capital, any such allegations are denied.

56. The allegations contained in Paragraph 56 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 56. To the extent that Paragraph 56 contains allegations against Sun Capital, any such allegations are denied.

57. The allegations contained in Paragraph 57 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 57. To the extent that Paragraph 57 contains allegations against Sun Capital, any such allegations are denied.

58. The allegations contained in Paragraph 58 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 58. To the extent that Paragraph 58 contains allegations against Sun Capital, any such allegations are denied.

59. The allegations contained in Paragraph 59 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 59. To the extent that Paragraph 59 contains allegations against Sun Capital, any such allegations are denied.

60. The allegations contained in Paragraph 60 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations

contained in Paragraph 60. To the extent that Paragraph 60 contains allegations against Sun Capital, any such allegations are denied.

61. The allegations contained in Paragraph 61 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 61. To the extent that Paragraph 61 contains allegations against Sun Capital, any such allegations are denied.

62. The allegations contained in Paragraph 62 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 62. To the extent that Paragraph 62 contains allegations against Sun Capital, any such allegations are denied.

63. The allegations contained in Paragraph 63 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 63. To the extent that Paragraph 63 contains allegations against Sun Capital, any such allegations are denied.

64. The allegations contained in Paragraph 64 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 64. To the extent that Paragraph 64 contains allegations against Sun Capital, any such allegations are denied.

65. The allegations contained in Paragraph 65 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 65. To the extent that Paragraph 65 contains allegations against Sun Capital, any such allegations are denied.

66. The allegations contained in Paragraph 66 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 66. To the extent that Paragraph 66 contains allegations against Sun Capital, any such allegations are denied.

67. The allegations contained in Paragraph 67 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 67. To the extent that Paragraph 67 contains allegations against Sun Capital, any such allegations are denied.

68. The allegations contained in Paragraph 68 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 68. To the extent that Paragraph 68 contains allegations against Sun Capital, any such allegations are denied.

69. The allegations contained in Paragraph 69 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 69. To the extent that Paragraph 69 contains allegations against Sun Capital, any such allegations are denied.

70. The allegations contained in Paragraph 70 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 70. To the extent that Paragraph 70 contains allegations against Sun Capital, any such allegations are denied.

71. The allegations contained in Paragraph 71 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 71. To the extent that Paragraph 71 contains allegations against Sun Capital, any such allegations are denied.

72. The allegations contained in Paragraph 72 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 72. To the extent that Paragraph 72 contains allegations against Sun Capital, any such allegations are denied.

73. The allegations contained in Paragraph 73 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 73. To the extent that Paragraph 73 contains allegations against Sun Capital, any such allegations are denied.

74. The allegations contained in Paragraph 74 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 74. To the extent that Paragraph 74 contains allegations against Sun Capital, any such allegations are denied.

75. The allegations contained in Paragraph 75 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations

contained in Paragraph 75. To the extent that Paragraph 75 contains allegations against Sun Capital, any such allegations are denied.

76. The allegations contained in Paragraph 76 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 76. To the extent that Paragraph 76 contains allegations against Sun Capital, any such allegations are denied.

77. The allegations contained in Paragraph 77 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 77. To the extent that Paragraph 77 contains allegations against Sun Capital, any such allegations are denied.

78. The allegations contained in Paragraph 78 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 78. To the extent that Paragraph 78 contains allegations against Sun Capital, any such allegations are denied.

79. The allegations contained in Paragraph 79 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 79. To the extent that Paragraph 79 contains allegations against Sun Capital, any such allegations are denied.

80. The allegations contained in Paragraph 80 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 80. To the extent that Paragraph 80 contains allegations against Sun Capital, any such allegations are denied.

81. The allegations contained in Paragraph 81 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 81. To the extent that Paragraph 81 contains allegations against Sun Capital, any such allegations are denied.

82. The allegations contained in Paragraph 82 state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

83. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 83 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca

Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

84. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 84 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

85. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 85 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

86. Sun Capital denies that it purchased the Hamilton B Street Mill from IP. Sun Capital is without sufficient knowledge and information to admit or deny the remaining allegations contained in Paragraph 86 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

87. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 87 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

88. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 88 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

89. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 89 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

COUNT I

(Alleged Federal Age Discrimination, Plaintiffs Not Hired – ADEA, 29 U.S.C. § 621 et. seq.)

90. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-89.

91. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 91 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

92. The allegations contained in Paragraph 92 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations

contained in Paragraph 92. To the extent that Paragraph 86 contains allegations against Sun Capital, any such allegations are denied.

93. The allegations contained in Paragraph 93 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 93. To the extent that Paragraph 93 contains allegations against Sun Capital, any such allegations are denied.

94. The allegations contained in Paragraph 94 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 94. To the extent that Paragraph 94 contains allegations against Sun Capital, any such allegations are denied.

95. The allegations contained in Paragraph 95 state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

96. The allegations contained in Paragraph 96 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 96. To the extent that Paragraph 96 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any damages whatsoever.

COUNT II**(Alleged Federal Age Discrimination, Discriminatory Hiring Practice – ADEA,
29 U.S.C. § 621 et seq.)**

97. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-96.

98. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 98 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

99. The allegations contained in Paragraph 99 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 99. To the extent that Paragraph 99 contains allegations against Sun Capital, any such allegations are denied.

100. The allegations contained in Paragraph 100 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 100. To the extent that Paragraph 100 contains allegations against Sun Capital, any such allegations are denied.

101. The allegations contained in Paragraph 101 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 101. To the extent that Paragraph 101 contains allegations against Sun Capital, any such allegations are denied.

102. The allegations contained in Paragraph 102 state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

103. The allegations contained in Paragraph 103 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 103. To the extent that Paragraph 103 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any damages whatsoever.

COUNT III

(Alleged Ohio Age Discrimination, Employees Not Hired – O.R.C. § 4112)

104. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-103.

105. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 105 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

106. The allegations contained in Paragraph 106 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 106. To the extent that Paragraph 106 contains allegations against Sun Capital, any such allegations are denied.

107. The allegations contained in Paragraph 107 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 107. To the extent that Paragraph 107 contains allegations against Sun Capital, any such allegations are denied.

108. The allegations contained in Paragraph 108 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 108. To the extent that Paragraph 108 contains allegations against Sun Capital, any such allegations are denied.

109. The allegations contained in Paragraph 109 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 109. To the extent that Paragraph 109 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any damages whatsoever.

COUNT IV

**(Alleged Ohio Age Discrimination, Discriminatory Hiring Practice –
O.R.C. § 4112)**

110. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-109.

111. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 111 of the Complaint. To the extent that a response is required, the allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

112. The allegations contained in Paragraph 112 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 112. To the extent that Paragraph 112 contains allegations against Sun Capital, any such allegations are denied.

113. The allegations contained in Paragraph 113 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 113. To the extent that Paragraph 113 contains allegations against Sun Capital, any such allegations are denied.

114. The allegations contained in Paragraph 114 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the

State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 114. To the extent that Paragraph 114 contains allegations against Sun Capital, any such allegations are denied.

115. The allegations contained in Paragraph 115 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 115. To the extent that Paragraph 115 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any damages whatsoever.

COUNT V

(Alleged ERISA Violation by Sun Capital and Smart – 29 U.S.C. § 1140)

116. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-115.

117. The allegations contained in Paragraph 117 have been dismissed pursuant to Judge Beckwith’s order of March 24, 2003. Nevertheless, Sun Capital denies that it was involved in any way in the hiring process for employees at Smart Papers. Sun Capital further denies the remaining allegations contained in Paragraph 117 of the Complaint.

118. The allegations contained in Paragraph 118 have been dismissed pursuant to Judge Beckwith’s order of March 24, 2003. Nevertheless, the allegations contained in Paragraph 118 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. To the extent that Paragraph 118 contains

allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any damages whatsoever.

119. The allegations contained in Paragraph 119 have been dismissed pursuant to Judge Beckwith's order of March 24, 2003. Nevertheless, the allegations contained in Paragraph 119 pertain to "Defendants." Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an "employer" in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. To the extent that Paragraph 119 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any damages whatsoever.

COUNT VI

(Alleged WARN Violation by IP – 29 U.S.C. § 2102(a))

120. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-119.

121. The allegations contained in Paragraph 121 of the Complaint pertain to IP, and not to Sun Capital. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 121. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an "employer" in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

122. The allegations contained in Paragraph 122 of the Complaint pertain to IP, and not to Sun Capital. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 122. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an "employer" in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

COUNT VII**(Alleged Federal Disability Discrimination – ADA, 42 U.S.C. § 12101 et seq.)**

123. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-122.

124. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 124. To the extent that Paragraph 124 contains allegations against Sun Capital, any such allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

125. The allegations contained in Paragraph 125 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 125. To the extent that Paragraph 125 contains allegations against Sun Capital, any such allegations are denied.

126. The allegations contained in Paragraph 126 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 126. To the extent that Paragraph 126 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any compensation by Sun Capital.

COUNT VIII**(Alleged Ohio Disability Discrimination –O.R.C. § 4112)**

127. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-126.

128. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 128. To the extent that Paragraph 128 contains allegations against Sun Capital, any such allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

129. The allegations contained in Paragraph 129 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 129. To the extent that Paragraph 129 contains allegations against Sun Capital, any such allegations are denied.

130. The allegations contained in Paragraph 130 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 130. To the extent that Paragraph 130 contains allegations against Sun Capital, any such allegations are denied. Sun Capital further denies that Plaintiffs are entitled to any compensation by Sun Capital.

COUNT IX

(Alleged Defamation)

131. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-130.

132. The allegations contained in Paragraph 132 pertain to IP, and not to Sun Capital. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 132. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

133. The allegations contained in Paragraph 133 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 133. To the extent that Paragraph 133 contains allegations against Sun Capital, any such allegations are denied.

134. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 134. To the extent that Paragraph 134 contains allegations against Sun Capital, any such allegations are denied. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

135. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 135. To the extent that Paragraph 135 contains allegations against Sun Capital, any such allegations are denied. Sun Capital avers that it is a merchant

banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.

136. The allegations contained in Paragraph 136 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 136. To the extent that Paragraph 136 contains allegations against Sun Capital, any such allegations are denied.

COUNT X

(Alleged Ohio Public Policy Violation –Age and Disability Discrimination)

137. Sun Capital incorporates by reference, in their entirety, its answers in Paragraphs 1-136.

138. The allegations contained in Paragraph 138 have been dismissed pursuant to Judge Beckwith’s order of March 24, 2003. Nevertheless, the allegations contained in Paragraph 138 state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

139. The allegations contained in Paragraph 139 have been dismissed pursuant to Judge Beckwith’s order of March 24, 2003. Nevertheless, the allegations contained in Paragraph 139 state conclusions of law and, as such, no response is required. To the extent that a response is required, the allegations are denied.

140. The allegations contained in Paragraph 140 have been dismissed pursuant to Judge Beckwith’s order of March 24, 2003. Nevertheless, the allegations contained in Paragraph 140 pertain to “Defendants.” Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the

employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 140. To the extent that Paragraph 140 contains allegations against Sun Capital, any such allegations are denied.

141. The allegations contained in Paragraph 141 have been dismissed pursuant to Judge Beckwith's order of March 24, 2003. Nevertheless, the allegations contained in Paragraph 141 pertain to "Defendants." Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an "employer" in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation. Sun Capital is without sufficient knowledge and information to admit or deny the allegations contained in Paragraph 141. To the extent that Paragraph 141 contains allegations against Sun Capital, any such allegations are denied.

Sun Capital denies the demand for judgment contained in the final unnumbered paragraph of the Complaint. Sun Capital further denies that Plaintiffs are entitled to any relief from Sun Capital whatsoever.

* * * *

Sun Capital denies all allegations of the Complaint not specifically admitted or denied in Paragraphs 1 through 141.

V. AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief may be granted.
2. Sun Capital is not an “employer” as defined by the statutes at issue in this litigation.
3. This Court does not have subject matter or personal jurisdiction over Sun Capital.
4. Sun Capital avers that it is a merchant banking firm in Boca Raton, Florida and that it is not an “employer” in the State of Ohio and was not involved in any of the employment decisions at issue in this litigation.
5. Sun Capital is not, and never was, party to the Asset Purchase Agreement for the sale of the Hamilton B Street Mill from IP to Smart Papers.
6. Sun Capital did not purchase the Hamilton B Street Mill from IP.
7. Sun Capital does not, and never did, have any employees employed in the State of Ohio at the Hamilton B Street Mill.
8. Plaintiffs’ claims against Sun Capital are frivolous and vexatious and, as such, entitle Sun Capital to an award of its attorney’s fees and costs.

WHEREFORE, Defendant Sun Capital Partners, Inc. requests this matter be dismissed with prejudice, that Plaintiffs’ demand for judgment be denied, and that Sun Capital be awarded its costs and attorney fees expended in defense of this action and such other relief as the Court may deem appropriate.

RESPECTFULLY SUBMITTED,

Robert J. Hollingsworth
CORS & BASSETT, LLC
537 East Pete Rose Way
Suite 400
Cincinnati, Ohio 45202
Telephone: 513.852.8200
Facsimile: 513.852.8222

and

Stanley F. Lechner
Margery Sinder Friedman
Laine S. Posel
Of Counsel
MORGAN, LEWIS & BOCKIUS, LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004
Telephone: 202.739.3000
Facsimile: 202.739.3001

Counsel for Defendant Sun Capital Partners, Inc

Dated: September 15, 2003